BANGALORE DEVELOPMENT AUTHORITY (BDA)

REQUEST FOR PROPOSAL (RFP) DOCUMENT

for

"Professional Photography, Videography, Drone Coverage and GWR-Compliant Evidence Documentation Services for the Green Bengaluru 15 Lakh Saplings Plantation Drive (Guinness World Record Attempt)"

Bangalore Development Authority (BDA)

5th Main Rd, Kumara Park West, T. Chowdaiah Road

Guttahalli, Bengaluru, Karnataka 560020

Ph. No. +91 9483166622, E-mail: commissioner-bda@ka.gov.in

E-TENDER NOTIFICATION

Two-cover system

(Through electronic tendering mode only)

Bengaluru, one of India's fastest-growing cities, has witnessed rapid urbanisation, extensive infrastructure development and a steady decline in green cover over the past decades, intensifying concerns around rising temperatures, the urban heat island effect and environmental sustainability. As the agency responsible for the planned development of the city, the Bangalore Development Authority (BDA) has, under the directions of the Government of Karnataka, launched the "Green Bengaluru" initiative – a mega urban greening programme envisaging the plantation of 15,00,000 (Fifteen Lakh) native saplings across Bengaluru in a single day on 27-June-2026, coinciding with the birth anniversary of Nadaprabhu Kempegowda, the founder of Bengaluru.

Under this initiative, approximately five lakh saplings are proposed to be planted within the Nadaprabhu Kempegowda Layout, and the remaining ten lakh saplings across various BDA layouts, parks, road corridors including the Major Arterial Road (MAR) connecting Mysuru Road and Magadi Road, and other public spaces, with simultaneous plantation activity across approximately 36 designated venues/clusters. More than 350 varieties of native, fruit-bearing and medicinal species have been identified, and a unique "One House, One Medicinal Plant" concept has been introduced to encourage community participation. Further details of the initiative are available at https://greenbengalurubybda.in.

BDA intends to register this initiative as a Guinness World Record (GWR) attempt for one of the largest single-day tree plantation drives. As per GWR evidence guidelines, the attempt must be supported by photographic evidence capturing the prescribed details, continuous video evidence of the entire attempt from start to finish that enables GWR to confirm the measurement achieved and verify the details certified by independent witnesses, and full unedited footage of the attempt. All footage must be compressed, converted to a viewable format and submitted in two duplicate sets on 5 TB hard drives within two days of the event, and the details and identity proof of all deployed technicians must be furnished in advance.

Through this RFP, BDA seeks to select a professionally competent and experienced Agency for end-to-end photography, videography, drone coverage and GWR-compliant evidence documentation of the record attempt. The selected Agency will deploy video cameras, still cameras and licensed drones across all venues, preserve and compile the evidence in a submission-ready archive, and work in close coordination with BDA, the GWR adjudication team, independent witnesses and venue in-charges. Beyond the record itself, this documentation will stand as a transparent, verifiable and lasting public record of one of the largest civic greening efforts ever undertaken in the city.

Further details can be obtained from the website. The last date for the submission of the proposal is 19-06-2026 until 17.30 Hrs.

Name of Work	Professional Photography, Videography, Drone Coverage and GWR-Compliant Evidence Documentation Services for the Green Bengaluru 15 Lakh Saplings

	Plantation Drive (Guinness World Record Attempt)
Tender Reference	**BDA/EDP/GWR-DOC/2026-27/01**
Date from which Bid document is ready for download through E-Procurement Portal of Government of Karnataka	12/06/2026
Last date and time for uploading of tender in e- Procurement platform	19/06/2026 at 17.30 Hrs.
Time and date of opening of tenders: Technical Bid & Technical Evaluation	20/06/2026 at 11.30 Hrs.
Time and date of opening of tenders: Financial Bid	After the complete evaluation of technical bid under QCBS system.
Contact Person for queries	**The EDP Cell Head, Bangalore Development Authority (BDA) head office** Mail ID: edphead@bdakarnataka.in
Place of Opening of Tenders and Address for communication	Bangalore Development Authority (BDA) 5th Main Rd, Kumara Park West, T. Chowdaiah Road, Guttahalli, Bengaluru, Karnataka 560020
Earnest Money Deposit (EMD)	Rs. 93,000/-, payable online through the e-Procurement Portal

Sd/-

The Commissioner

Bangalore Development Authority

1. SCOPE OF WORK

[1] Project Background and Objectives

Under the "Green Bengaluru" initiative (https://greenbengalurubybda.in), the Bangalore Development Authority (BDA), under the directions of the Government of Karnataka, is organising the plantation of 15,00,000 (Fifteen Lakh) native saplings across Bengaluru in a single day on 27-June-2026, coinciding with the birth anniversary of Nadaprabhu Kempegowda, the founder of Bengaluru. Approximately five lakh saplings are proposed to be planted within the Nadaprabhu Kempegowda Layout, and the remaining ten lakh saplings across various BDA layouts, parks, road corridors including the Major Arterial Road (MAR) connecting Mysuru Road and Magadi Road, and other public spaces, with simultaneous plantation activity across approximately 36 designated venues/clusters. More than 350 varieties of native, fruit-bearing and medicinal species have been identified for plantation.

BDA intends to register this initiative as a Guinness World Record (GWR) attempt for one of the largest single-day tree plantation drives. As per GWR evidence guidelines, the entire attempt must be comprehensively documented through photographic and video evidence, duly corroborated by independent witnesses, timekeeping records and full unedited footage. The objective of this engagement is to select a professionally competent Agency for end-to-end photography, videography, drone coverage and evidence documentation of the record attempt, strictly in conformity with GWR evidence guidelines, and delivery of a complete, submission-ready evidence archive to BDA.

[2] Overall Scope

The scope of work covers the following major components, to be executed on a turnkey basis across all designated venues during the Pre-Event, Event and Post-Event phases:

a) Photographic evidence of the attempt taking place, capturing the details strictly in accordance with the guidelines of Guinness World Records (GWR), including wide-angle establishing shots, plantation activity, counting/tallying mechanisms, witness presence, signage and timestamps.

b) Video evidence of the entire record attempt, from start to finish, of a quality and continuity that enables GWR to confirm the measurement achieved, verify that the published guidelines have been adhered to, and corroborate the details provided by the independent witnesses.

c) Full, continuous and unedited video coverage of the attempt: raw, untrimmed and unaltered footage of all cameras shall be preserved and submitted along with the compiled footage.

d) Aerial documentation of plantation venues through licensed drone units operated by DGCA-compliant operators, subject to applicable airspace permissions.

e) Compression and conversion of all footage into a standard viewable format (without compromising the evidentiary integrity of the raw footage), and submission in two (2) duplicate sets, each on a 5 TB hard drive, within two (2) days of the event, in the archive structure prescribed by BDA/GWR.

f) Furnishing of complete details and identity proof (Aadhaar) of all technicians, camerapersons, drone operators and support staff deployed for the event, one (1) week prior to the event date; where the Work Order is issued less than one week prior to the event, the same shall be furnished within twenty-four (24) hours of issue of the Work Order and, in any case, prior to deployment.

g) Close coordination with BDA, the GWR adjudication team, independent witnesses, stewards and venue in-charges throughout the engagement.

[3] Locations and Working Modality

The services shall be performed at the designated plantation venues/clusters across Bengaluru (approximately 36 venues, including the Nadaprabhu Kempegowda Layout and other BDA layouts, parks and road corridors) and at the BDA Head Office for coordination and submission of deliverables. The venue-wise deployment plan shall be finalised in consultation with BDA immediately upon issue of the Work Order. All equipment, manpower, consumables, storage media, transport and incidental arrangements shall be provided by the Agency at its own cost; BDA will facilitate venue access, event scheduling information and coordination with venue in-charges.

[4] Photographic Evidence Requirements

h) High-resolution still photography at every venue covering the start of the attempt, plantation activity in progress, counting and tallying arrangements, GWR signage/branding, independent witnesses and timekeepers, and the conclusion of the attempt.

i) Photographs shall carry accurate date/time metadata and shall be organised venue-wise and time-wise in the evidence archive.

j) One (1) still photographer with professional equipment shall be deployed per venue, i.e. a minimum of 36 photographers.

[5] Video Evidence Requirements

k) Continuous video coverage of the entire attempt from start to finish at every venue, enabling GWR to confirm the measurement achieved and verify adherence to the guidelines.

l) Three (3) video cameras with camerapersons per venue (i.e. 108 camera units across 36 venues), providing 12-hour coverage in two shifts on the event day, with appropriate pre-event and post-event coverage as directed by BDA.

m) All recordings shall be retained in original, unedited form; any compiled or edited versions shall be in addition to, and not in substitution of, the raw footage.

n) Adequate redundancy (spare cameras, batteries, memory cards and storage) shall be maintained so that no portion of the attempt remains undocumented due to equipment failure.

[6] Drone Coverage

o) A minimum of ten (10) drone units with DGCA-certified operators shall be deployed for aerial coverage of major venues on the event day, as per the deployment plan approved by BDA.

p) The Agency shall obtain all applicable airspace/operational permissions, with facilitation from BDA, and shall comply with the applicable Drone Rules and local police/security instructions.

[7] Post-Event Processing, Archival and Submission

q) All footage and photographs shall be compressed and converted to a standard viewable format, indexed venue-wise, camera-wise and time-wise, and compiled into a submission-ready GWR evidence archive.

r) The complete archive, including full unedited raw footage, shall be submitted in two (2) duplicate sets, each on a new 5 TB hard drive, within two (2) days of the event, along with a manifest of contents duly signed by the Agency.

s) Dedicated data-management manpower shall be deployed for collection, consolidation, verification and duplication of footage from all venues.

[8] Personnel, Security and Confidentiality

t) Details and Aadhaar ID proof of all deployed personnel shall be furnished in advance as specified above; no personnel shall be deployed without prior submission and verification of identity details.

u) All footage, photographs and derived material shall be the exclusive property of BDA. The Agency shall not publish, share, broadcast or otherwise use any material without the prior written permission of BDA, and shall execute a Non-Disclosure Agreement, also binding its personnel.

v) Aadhaar and other personal data collected for this engagement shall be handled strictly in accordance with applicable data protection requirements.

[9] Minimum Resource Deployment

The following minimum resources shall be deployed by the Agency:

Sl. No.	Resource / Description	Required Number	No. of Shifts	Engagement Period	Coverage
1	Video cameras with camerapersons – 3 per venue × 36 venues	108	2	Pre-Event / Event / Post-Event	12-hour (2 shifts)
2	Photo / still cameras with photographers – 1 per venue	36	1	Pre-Event / Event / Post-Event	Full event
3	Drone units with DGCA-certified operators	10	1	Event day	Aerial

4	Evidence archival – 2 nos. 5 TB hard drives with data-management manpower	1 set	—	Post-Event (within 2 days)	Archive

[10] Project Timeline and Milestones

Time is the essence of this contract, the event being a single-day, non-repeatable Guinness World Record attempt scheduled on 27-06-2026. The key milestones from the date of issue of the Work Order (T0) are as follows:

Sl. No.	Event / Milestone	Timeline	Key Deliverables
1	Mobilisation and venue-wise deployment plan	Within 24 hours of T0	Approved deployment plan covering all venues, shift rosters and equipment lists
2	Submission of technician details with Aadhaar ID proof	One week prior to the event; where T0 falls within that week, within 24 hours of T0 and prior to deployment	Verified personnel list with ID proofs
3	Pre-event reconnaissance and GWR briefing	On or before 26-06-2026	Venue recce reports, equipment checks, coordination with GWR stewards and witnesses
4	Event-day coverage	27-06-2026	Complete photographic, video and drone coverage at all venues; raw footage secured
5	Compression, compilation and submission of evidence	Within two (2) days of the event, i.e. on or before 29-06-2026	Two duplicate 5 TB hard drives with full unedited footage, compiled viewable footage, photographs and signed manifest
6	Verification and closure	Within seven (7) days of submission	Joint verification of drives, rectification of deficiencies (if any), acceptance by BDA

This Scope of Work shall be read in conjunction with the Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract and any other schedules and annexures of this RFP, and shall form an integral part of the Contract between BDA and the selected Agency.

2. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

The Proposal shall consist of two parts: (i) Technical Proposal and (ii) Financial Proposal, to be submitted only through the Government of Karnataka e-Procurement Portal (https://kppp.karnataka.gov.in) in the two-cover system. Bidders shall digitally sign and upload their complete Technical Proposal and Financial Proposal in the formats prescribed in this RFP, along with all supporting documents, on or before the bid submission due date and time indicated in the Tender Schedule published on the e-Procurement Portal.

No hard copy, fax, e-mail or physical submission of bids will be accepted; any proposal not submitted through the e-Procurement Portal in the prescribed manner shall be treated as non-responsive.

It is the sole responsibility of the Bidder to ensure that the Proposal, including all required documents and the Earnest Money Deposit (EMD) or EMD Declaration as applicable, is successfully uploaded and "frozen" in the portal before the deadline; BDA or the e-Governance authorities shall not be responsible for any failure due to network issues, system errors or delays at the Bidder's end.

After the bid submission deadline, the First Cover (Technical Proposal) of all Bidders will be opened online by the Tender Inviting Authority at the date and time specified in the Tender Schedule, and details such as Bidder name and EMD/EMD Declaration status will be recorded; only those Technical Proposals found responsive and meeting the eligibility and qualification criteria shall be considered for further evaluation.

The Second Cover (Financial Proposal) of only those Bidders who are declared technically qualified will be opened online on the e-Procurement Portal on the date and time notified by BDA, and the financial quotes as uploaded in the portal shall be treated as final for evaluation; any discrepancy between figures in any uploaded attachment and the values entered in the portal shall be resolved in favour of the values entered in the portal.

3. ELIGIBILITY CRITERIA

The Tenderer must meet the following eligibility criteria, supported by documentary evidence uploaded with the Technical Bid:

a) The Tenderer should be a Proprietorship, Company, Partnership Firm or Limited Liability Partnership duly registered under the relevant laws, with valid GST and PAN registrations (copies to be attached).

b) The Tenderer must have successfully documented a minimum of five (5) Guinness World Record attempts/events for Government agencies / Government departments / Government undertakings during the last three (3) years. Work Orders and Completion/Performance Certificates issued by the concerned Government agencies, along with proof of the corresponding GWR record/attempt, are mandatory.

c) Startups recognised by DPIIT / Startup Karnataka shall be exempted from the prior-experience criterion of five (5) GWR documentation engagements, subject to submission of a valid recognition certificate and demonstration of sufficient technical capability — equipment ownership/committed access, DGCA-certified crew and adequate trained manpower for simultaneous multi-venue deployment — to the satisfaction of the Technical Evaluation Committee; all other eligibility criteria shall apply.

d) The Tenderer must possess in-house or contracted capacity to simultaneously deploy the minimum resources specified in the Scope of Work (108 video camera units, 36 still cameras and 10 drone units with crew) across all venues on the event day, supported by an undertaking and an indicative equipment/manpower list.

e) Drone operations shall be carried out only through operators holding valid certifications under the applicable DGCA/Drone Rules; copies of certifications shall be furnished.

f) The Tenderer shall not have been blacklisted/debarred by any Government department or agency as on the date of bid submission, and shall not be insolvent, in receivership, bankrupt or being wound up; a self-declaration to this effect shall be furnished.

4. EVALUATION OF TECHNICAL BID

The Department shall open the Proposals in the e-procurement portal as per the Schedule of Bidding Process specified in the Tender Document, at the office of the BDA (EDP Cell). The selection of the Agency shall be based on the Quality-cum-Cost Based Selection (QCBS) method, with a weightage of seventy-five percent (75%) for the Technical Score and twenty-five percent (25%) for the Financial Score.

Only those Bidders who meet all Eligibility Criteria and whose Technical Proposals secure a minimum of seventy-five (75) marks out of 100 in the technical evaluation, and also meet the minimum sub-score prescribed below for the Presentation/PoC component, shall be declared "Technically Qualified" and considered for opening of Financial Bids.

The Technical Evaluation Committee (TEC) constituted by BDA shall evaluate the proposals based on the documents submitted in the Technical Proposal and the presentations/portfolio demonstrations conducted by BDA, strictly as per the criteria and scoring methodology given below.
The Technical Score ST of each Bidder shall be normalised to 100. The Financial Score SF will be computed as per the Financial Evaluation section; the Combined Score S will be calculated as: $S = 0.75 \times ST + 0.25 \times SF$.

Technical Evaluation Criteria, Maximum Marks and Scoring Methodology
Total Technical Score: 100 Marks.

Sl.	Evaluation Criteria	Max Marks	Scoring Methodology
1.1	GWR Documentation Experience with Government Agencies	25	Assessment parameters: Guinness World Record attempts/events successfully documented for Government agencies in the last three (3) years (minimum eligibility: 5), evidenced by Work Orders, Completion Certificates and proof of the GWR record/attempt. Scoring: Five (5) eligible GWR events – 15 marks; six to eight (6–8) eligible GWR events – 20 marks; more than eight (8) eligible GWR events – 25 marks.
1.2	Equipment Ownership, Scale and Single-Day Mobilisation Capacity	20	Assessment parameters: Ownership of / committed access to at least 110 professional video cameras, 36 still cameras and 10 drones with crew; trained manpower of 150+; demonstrated ability to deploy across approximately 36 venues simultaneously on

			a single day. Scoring: Meets minimum capacity primarily through hire agreements – 8 marks; substantial ownership with documentary proof (invoices) and experience of multi-venue single-day events – 14 marks; full ownership with proof, plus demonstrated single-day deployments across 25 or more venues – 20 marks.
1.3	Financial Capacity – Average Annual Turnover (2022-23, 2023-24, 2024-25)	10	Assessment parameters: Average annual turnover over the last three financial years, supported by audited financial statements / CA certificate. Scoring: ≥ Rs. 50 Lakh – 5 marks; ≥ Rs. 1 Crore – 8 marks; ≥ Rs. 2 Crore – 10 marks.
1.4	Key Personnel and Drone/Statutory Compliance	10	Assessment parameters: DGCA-certified drone pilots; experienced event-documentation Project Manager; editors and data managers; validity of statutory registrations. Scoring: Minimum compliant team – 4 marks; experienced team with certified pilots for all proposed drones – 7 marks; strong, fully certified team with a dedicated Project Manager having prior GWR documentation experience – 10 marks.
1.5	Methodology, Event-Day Plan and Evidence Management	20	Assessment parameters: Venue-wise deployment plan; shift management; redundancy plan (backup cameras, batteries, storage); chain of custody of footage; GWR-compliant compilation, indexing and archive structure; 48-hour post-production and duplication plan. Scoring: Basic plan with gaps – 0–8 marks; sound plan covering most elements – 9–14 marks; comprehensive, credible plan covering all elements with clear risk mitigation – 15–20 marks.
1.6	Presentation / PoC – GWR Evidence Portfolio and Live Demonstration	15	Assessment: Presentation of sample GWR evidence packages from earlier record attempts (photographs, compiled and raw footage structure, manifests) and live demonstration of the proposed compilation, indexing and submission-ready archive workflow. Scoring: Unsatisfactory/incomplete demonstration – 0–5 marks; satisfactory demonstration with limited depth – 6–10 marks; comprehensive demonstration clearly evidencing GWR-compliant documentation capability – 11–15 marks.

"For DPIIT / Startup Karnataka-recognised startups claiming exemption under the Eligibility Criteria, Component 1.1 shall be scored on documented experience of large-scale event, government or institutional documentation assignments of any nature in lieu of GWR-specific experience (two or more eligible assignments – 15 marks; four or more – 20 marks; six or more – 25 marks); such bidders must, however, score a minimum of twelve (12) out of 15 marks in Component 1.6 (Presentation/PoC) to be declared Technically Qualified."

Note: PoC minimum qualifying condition: Bidders must score at least 08 marks out of 15 in Component 1.6 (Presentation/PoC). Bidders scoring less than 08 in Component 1.6 shall be treated as technically non-responsive and will not be considered for financial evaluation. Overall Technical Qualification Criteria: The bidder must score at least 75 marks out of 100 in the overall technical evaluation.

5. Bid Submission Timelines

The timelines for bid submission and evaluation will follow the schedule provided in the Tender Schedule of this RFP and will be published in the e-Procurement system at https://kppp.karnataka.gov.in.

6. Place of Delivery

The place of performance shall be the designated plantation venues across Bengaluru and the BDA Head Office, as specified in the Scope of Work. Final deliverables (evidence hard drives) shall be submitted to the BDA Head Office (EDP Cell).

7. Validity of Quotation

The quotation submitted by the bidder must remain valid for a period of 90 days (3 months) from the date of submission.

8. Payment Terms and Schedule

a) **No advance payment:** No payment shall be made in advance. All payments shall be strictly deliverable-based, linked to actual work completed and accepted by BDA.

b) **Deliverable-linked payment:** 100% of the contract price shall be released within thirty (30) days of: (a) completion of event-day coverage at all designated venues, as certified by BDA; (b) submission of both duplicate 5 TB evidence hard drives within two (2) days of the event and their successful verification; (c) acceptance of the complete GWR evidence archive (including full unedited footage) by BDA; and (d) submission of a pre-receipted GST tax invoice with all supporting documents.

c) **Optional milestone release:** At its discretion, BDA may release up to 70% of the contract price upon verification of both submitted hard drives, with the balance 30% payable upon final acceptance of the complete evidence archive and closure of GWR evidence requirements.

d) **Verification and certification:** BDA shall verify the completeness, continuity and quality of the submitted evidence (including random checks of venue-wise footage) and

may direct rectification, re-compilation or re-submission without extra cost where the deliverables are not as per the RFP specifications.

e) **Deductions and adjustments:** All payments shall be subject to applicable statutory deductions (TDS, TDS on GST, etc.) and deductions towards liquidated damages/penalties, if any, on account of coverage gaps, missing or corrupted footage, delay in submission of the evidence hard drives, or breach of the conditions of the Contract.

f) **Conditions for non-payment / partial payment:** BDA reserves the right to withhold or proportionately reduce payment if coverage at any venue is incomplete, if the unedited footage contains gaps, if the submitted hard drives are not readable or not duly duplicated, or if required supporting documentation is not submitted along with the invoice.

g) **Currency:** All payments to the selected Agency shall be made in Indian Rupees (INR) only.

9. Evaluation of Financial Bid

Evaluation of Bids as per the QCBS Method. The Technical and Financial Offers will be evaluated based on the two-cover system, as per the KTPP Act.

1. **Evaluation of Technical Bids:** The Bidders, whose technical offers are responsive to the minimum eligibility criteria prescribed with a minimum qualifying mark in each of the above criteria, with a total minimum mark of 75 for all the criteria, will be shortlisted, and commercial bids of such shortlisted bidders only will be opened.

2. **Evaluation of Financial Bids:**

   a) The Financial bids of all technically qualified bidders will be opened and reviewed.

   b) The lowest financial proposal (L1) will be awarded a Financial Score (SF) of 100. Scores for other bids will be inversely proportional to their quoted price; for Example $\boldsymbol{SF = \frac{L1}{Ln} \times 100}$, where Ln is the price quoted by the nth bidder.

   c) The final score for each bidder is a weighted sum of the technical and financial scores: $\boldsymbol{Final\ Score\ (S) = (ST \times Tw) + (SF \times Fw)}$, where *Tw* is the technical weight (*Tw* = 75%) and *Fw* is the financial weight (*Fw* = 25%).

3. Example Table: Bidder A and C tie on total (87.5), Bidder C has a higher technical score and wins.

Bidder	**Technical Score (ST)**	**Weighted Technical (75%)**	**Financial Score (SF)**	**Weighted Financial (25%)**	**Total (S)**
Bidder A	85	63.75	95	23.75	87.5

Bidder B	78	58.50	100	25.00	83.5
Bidder C	90	67.50	80	20.00	87.5

4. If the bid is not clear and unambiguous Department reserves the right to reject the offer. Any variation in the rates, etc., will not be allowed on any grounds, such as a mistake or misunderstanding, after the Bid has been submitted.

5. The final selection of the bidder will be based on the QCBS method, considering both technical and financial scores. The highest combined score bidder (H1 bidder) will be selected based on the QCBS Method.

6. In the event of a tie, the bidder with the higher technical score will be awarded the contract. If there is still a tie, a further random draw (e.g., draw of lots) will decide.

10. Negotiations

i) Negotiations, if necessary, will be held at the Bangalore Development Authority Head Office. The aim is to reach an agreement on all points and sign a contract.
ii) If, for any reason, rates quoted in the tender seem to be higher than the expectations, BDA reserves the right to negotiate with the lowest bidder regarding price, terms, and conditions in the best interest of BDA, and its decision is final.

11. Award of Contract

i) The Bid Winner shall be issued a Letter of Intent (LoI) and will be given 7 days' time from the date of receipt of LoI to accept the same.
ii) In case, letter of consent accepting the offer is not received within the aforementioned period of 7 days, the LoI may be withdrawn.
iii) Contract / Agreement shall be entered with Bid Winner defining the terms governing the scope of work and other terms and conditions with Bangalore Development Authority for a period of completion of services within seven (7) days from the date of issue of Letter of Consent along with payment of Security Deposit and shall be issued a work order within 5 (five) days of execution of such Agreement.
iv) If the Bid Winner fails to enter into the agreement, Bangalore Development Authority reserves the right to initiate action against the bidder by forfeiting the EMD, including blacklisting the bidder.

12. CONFIDENTIALITY

i) Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the tenderers who submitted the proposals or to other persons not officially concerned with the process, until the winning contract has been notified that it has been awarded the contract.
ii) BDA shall treat all Bids and other documents, information and solutions submitted by tenderers as confidential, and shall take all reasonable precautions that all those who have

access to such material, treat this in confidence. BDA will not divulge any such information unless it is ordered to do so by any authority which has the power to require its release.

iii) During this period, the tenderer shall not disclose or utilize any such documents, information without the written approval of BDA or as required by law or any governmental authority.

iv) BDA and each tenderer shall ensure that their representatives or any third party to whom for the tender document was required to be divulged for the preparation of tender or for evaluation, as the case may be, such tenderers or third party maintains the confidentiality of the tender document and the evaluation.

v) Any information relating to examination, clarification, evaluation and comparison of tenders and recommendations for the award of a contract shall not be disclosed to tenderers or any other person not officially concerned with the tender process until the award to the successful tenderer has been communicated.

13. RIGHT TO REJECT ANY OR ALL BIDS

Notwithstanding anything contained in this RFP, BDA reserves the right to reject any proposal and to annul or suspend the bidding process and reject all proposals without assigning any reason thereof at any time prior to the issuance of the Letter of Intent (LOI) without incurring any liability or consequences or any obligation to inform the affected tenderers of the grounds for rejection.

14. Bid Processing Fee

Each bidder shall pay bid processing fee through any of the e-Payment options only:

1. National Electronic Funds Transfer (NEFT)
2. RTGS

Please note that payments submitted through cheque or demand draft shall not be accepted. For further details regarding e-payment, please refer to the e-Procurement website https://kppp.karnataka.gov.in.

15.Earnest Money Deposit (EMD)

The Bidder shall pay the Earnest Money Deposit of 2.5% of the Estimated Cost, i.e. Rs. 93,000/- (Rupees Ninety-Three Thousand only), in the eProcurement Portal as provided therein. This is a mandatory condition for qualifying in the technical evaluation of the tender.

16. Forfeiture of EMD

The EMD of the tenderer will be forfeited, including blacklisting of the company, if:

i) If the tenderer withdraws his tender or varies any terms & conditions, without the consent during the period of Tender validity specified by the tenderer; or

ii) If the tenderer indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s).

iii) If the tenderer does not accept the correction of its tender price pursuant to identification of arithmetic errors noticed by the tendering authority during the financial bid opening or,

iv) If the Bid Winner having been notified of the acceptance of its tender during the period of tender validity refuses to accept / execute the order or fails to enter into contract agreement when required; or,

v) In case the Bid Winner fails within the specified time limit to furnish the required Performance Security.

17. Security Deposit / Bank Guarantee

i) Within 7 days of receipt of the Letter of Intent, the Successful tenderer shall deposit an amount equivalent to 5% of the value of contract work order as Security deposit (SD) along with the letter of consent.

ii) The EMD of the successful bidder may be converted as Security Deposit if feasible.

iii) The full Security Deposit amount shall be paid / deposited in the form of DD or through RTGS/NEFT or in the form of unconditional and irrevocable Bank Guarantee in favour of Bangalore Development Authority before signing of the agreement.

iv) In case of breach of contract, Security Deposit shall be forfeited.

v) In case of violations of any Act, policies of enforcing agencies of Government or litigation, or if BDA is held liable to pay any claim for losses, damages, etc., on account of negligence, deficiency in skill or care in the performance of duties by Contractor, the expenses incurred for rectifying such violations or incurred in payment against such claims and for such litigation, will be recovered from Contractor directly or from bills payable or in any other manner, including forfeiture of Security Deposit.

vi) The Security deposit will be held by the company until one year after the completion of the work, and the same would be refundable to the contractor only after adjusting the amounts that may be due to the company from the contractor.

vii) In case of violations of any Act, breach of contract, violation of law noticed by enforcing agencies or litigation, the expenses incurred for rectifying such irregularities, inter-alia, will be deducted from the running bills available with Bangalore Development Authority, including forfeiture of the Security deposit.

viii) Security Deposit shall not carry any interest.

18. Force Majeure

Force Majeure is herein defined as any cause which is beyond the control of the Bid Winner or Bangalore Development Authority as the case may be which they could not be foreseen or with a reasonable amount of diligence could not have been foreseen and which substantially affect the performance of the contract, such as:

i) Natural phenomena such as flood, draught, cyclone, earthquake, pandemic, epidemics and declaration of war.

ii) Acts of any Government, including but not limited to war, declared or undeclared priorities, quantities, embargoes providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.

iii) The Bid Winner will advise, in the event of his having resort to this Clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition.

iv) In the event of the delay lasting over three (3) months, if arising out of Force Majeure, the contract may be terminated at the discretion of BDA.

v) For delay arising out of Force Majeure, the Bid Winner shall have extension of time to the duration period comes under force majeure. Bid Winner shall not be eligible for extra costs like increase in rates, re-mobilization, advance idle charges for labour and machinery etc. for extension period.

vi) If any of the Force Majeure conditions exists in the place of operation of the Bid Winner even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

vii) The Bid Winner or the BDA shall not be liable for delay in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time given through such cause may occur after Bid Winner's performance of his obligations has been delayed for other causes.

19. Discretion

i) BDA reserves the right to reject all or any of the tenders without assigning any reason thereof.

ii) BDA reserves the right to cancel the tender even after acceptance in case of any violation of the terms and conditions or for any other reason.

20. Technical Bid format:

The bidder shall confirm that the product quoted by the bidder shall be in conformance with the conditions specified and fill up the format as per this RFP and submit as part of the technical bid. Any bid without proper technical documents and duly filled in the format shall be rejected as non- responsive and technically disqualified.

21. Commercial Bid Format:

Bidders shall quote all-inclusive prices (i.e. price inclusive of taxes and all other expenses) for each service line item as per the format for Commercial Bids. This price shall be inputted by bidders directly in e-Procurement portal. Additionally, the financial bid break- up, as per prescribed format, shall be available with the Bidder which shall be used to know the break-up at the time of financial evaluation of the bids.

Sd/-

Commissioner,
Bangalore Development Authority

Annexure-1:

CONTRACT AGREEMENT FORM

THIS AGREEMENT made this ___ day of ___, 2026, between the Bangalore Development Authority (BDA) 5th Main Rd, Kumara Park West, T. Chowdaiah Road, Guttahalli, Bengaluru, Karnataka 560020 (hereinafter referred to as "the Purchaser") of the one part, and _____ *[Name of Agency]*, located at _____ *[Agency Address]* (hereinafter referred to as "the Agency") of the second part WHEREAS the Purchaser has tendered the work of professional photography, videography, drone coverage and GWR-compliant evidence documentation issued via Tender No. _____, dated _____, and has accepted a tender by the Agency for the same, as per the terms and conditions of the RFP and the Karnataka Transparency in Public Procurement (KTPP) Act, 1999 and Rules thereunder, at the rate and price specified below (hereinafter referred to as "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Words and expressions in this Agreement shall have the same meaning as assigned to them in the RFP.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
   a) The tender or RFP document.
   b) The price schedule submitted by the tenderer.
   c) The requirements, deliverables, and timelines stated in the RFP.
   d) The general conditions of the contract in the RFP.
   e) The special conditions of the contract in the RFP.
   f) The Purchaser's Notification of Award and Letter of Intent (LoI).
3. The Agency shall deliver the goods and services specified in this Agreement and the RFP and remedy any defects in conformity with the provisions of the contract and the RFP.
4. The Purchaser covenants to pay the Agency, in consideration of the provision of goods and services and the remedying of defects, the Contract Price or such other sum as may become payable under the provisions of the contract, as prescribed in the RFP. In brief, the payment terms are: Payment will be made after successful completion, verification and acceptance of all deliverables as per the RFP.
5. The detailed deliverables, responsibilities, and liabilities of the Agency shall be as stated in the RFP and shall form an integral part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with their respective laws on the day and year first above written.

Signed, Sealed, and Delivered by the Purchaser: Name: _____ Designation: _____ Bangalore Development Authority (BDA) 5th Main Rd, Kumara Park West, T. Chowdaiah Road, Guttahalli, Bengaluru, Karnataka 560020 in the presence of _____	Signed, Sealed, and Delivered by the Agency: Name: _____ Designation: _____ [Name of Agency] In the presence of:_____

Annexure-2

COMMERCIAL BID FORMAT:

Sl. No.	Service Description	Quantity	Rate to be quoted by the bidder (in Rs.)
1.	Videography – 12-hour coverage in two shifts: 3 video cameras with camerapersons per venue × 36 venues; continuous start-to-finish GWR-compliant coverage with preservation of full unedited footage.	Lumpsum	
2.	Still photography – one professional photographer with equipment per venue, covering all GWR evidence requirements.		
3.	Drone unit with DGCA-certified operator – aerial coverage of venues on event day, including permissions and compliance.		
4.	Evidence archival – supply of 2 nos. new 5 TB hard drives and dedicated data-management manpower for collection, consolidation, verification and duplication of footage.		
5.	Post-production – compression, conversion to viewable format, venue-wise/time-wise indexing, GWR-compliant evidence compilation, manifests, duplication, project management and event-day coordination.		
6.	Grand Total inclusive of GST @ 18% (to be entered in the e-Procurement Portal)		

Annexure-3:
Letter for the Tender
(To be uploaded on the letterhead of the Tenderer)

To
The Commissioner,
Bangalore Development Authority (BDA)
5th Main Rd, Kumara Park West,
T. Chowdaiah Road, Guttahalli,
Bengaluru, Karnataka 560020

Sub: Tender for Professional Photography, Videography, Drone Coverage and GWR-Compliant Evidence Documentation Services for the Green Bengaluru 15 Lakh Saplings Plantation Drive (Guinness World Record Attempt).
Ref: Tender No. _____[Insert Tender Number], dated _____[Insert Date]

Sir,

1. With reference to your Tender document No. _____, dated _____, I/We, having examined the Tender Documents and understood their contents, hereby submit my/our Tender for the work of professional photography, videography, drone coverage and GWR-compliant evidence documentation for the Green Bengaluru 15 Lakh saplings plantation drive of BDA, in conformity with the said Tender Documents. The Tender is unconditional and unqualified.
2. We undertake, if our Tender is accepted, to deliver the goods and services in accordance with the delivery schedule specified in the RFP.
3. I/We certify that all information provided in this Tender and accompanying documents is true and correct to the best of my/our knowledge and belief.
4. I/We acknowledge the right of the Purchaser to reject our Tender without assigning any reason and hereby waive, to the fullest extent permitted by law, our right to challenge the same.
5. I/We declare that we satisfy the eligibility criteria and have not been debarred by any public authority or entity from participating in public procurement.
6. In the event of being declared as the Successful Tenderer, I/We agree to enter into a contract in accordance with the draft provided in the RFP without requesting changes.
7. I/We shall furnish the required Performance Security Deposit within 7 days of receiving the Letter of Intent (LOI) as per the RFP requirements.
8. I/We confirm that if declared the successful bidder, we will secure GST registration in the state of Karnataka within one month of receiving the LOI or before any payment is released.
9. I/We declare that we are fully compliant with all applicable laws and regulatory requirements and have submitted all supporting documents as per Appendix A and B.

10. I/We offer an Earnest Money Deposit of 2.5% of the Estimated Cost and undertake to keep this offer valid for 90 days from the last date of Tender submission.
11. I/We understand that the Purchaser is not bound to accept the lowest or any Tender it may receive.
12. I/We agree to be bound by this Tender, if successful, under the terms set forth in the Tender document and RFP.

Yours faithfully,
Date: _____
Place: _____

Signature of the Authorized Signatory
Name & Designation of the Signatory: _____
Seal of Tenderer/Agency: _____
Contact Phone and Email: _____

Annexure-4:

Financial Capacity of the Tenderer

(To be uploaded on the letterhead of the Tenderer)

To

The Commissioner,
Bangalore Development Authority (BDA)
5th Main Rd, Kumara Park West,
T. Chowdaiah Road, Guttahalli,
Bengaluru, Karnataka 560020

Sub: Financial Capacity of the Tenderer
Ref: Tender No. [Insert Tender Number], dated [Insert Date]

Dear Sir,
We/I provide below the financial details of our Proprietorship, Company/Partnership Firm/LLP with Registration Number _____, registered under _____, and holding GST Number _____.

Turnover Details (in ₹):

Financial Year	Turnover in ₹
Financial Year [2024-2025]	
Financial Year [2023-2024]	
Financial Year [2022-2023]	
Average Annual Turnover (3 Years)	

Declaration

I/We certify that the above financial details are accurate and have been extracted from our audited financial statements. Supporting documents and certification from our Statutory Auditor are attached herewith to validate the financial capacity as required under the Tender document.

Instructions:

1. Financial capacity details are certified by our Statutory Auditor as per the prescribed format.
2. Annual Turnover is calculated as "Annual Income" as reflected in the audited financial statements.
3. Supporting documentary proofs for the financial capacity, along with a Certificate from the Statutory Auditor, are enclosed.

Date:
Place:
Signature of the Authorized Signatory:
Name:
Designation:
Seal of the Company/Agency: _____

Annexure-5:

Technical Capacity of the Tenderer

(Format for Performance Statement for the Last Three Years)

Orders placed by (Full Address of Purchaser)	Order No. and Date	Description of Goods/Services Ordered	Quantity of Goods/Services Ordered	Value of Order (₹)	Date of Completion of Delivery	Remarks Indicating Reasons for Late Delivery, If Any	Has the Goods/Equipment Been Satisfactorily Functioning? (Attach Certificate)

General Instructions:

1. The experience cited in the above table must comply with the qualification criteria specified in the relevant clause of the RFP.
2. Supporting documentary proofs must be submitted to validate the technical capacity as specified in the RFP.
3. If the Tenderer is registered outside India:
    - For conversion of US Dollars to Indian Rupees, use the exchange rate prevailing on the date of issue of the Tender Document.
    - For currencies other than US Dollars, convert the amount to US Dollars first (using the exchange rate on the date of issue of the Tender Document) and then to Indian Rupees. Use the daily representative exchange rates published by the International Monetary Fund for the relevant date.

Declaration

I/We confirm that all the information submitted is true to the best of our knowledge and belief, and all relevant details and supporting documents have been duly provided herein.

Date:
Place:
Signature of the Authorized Signatory:
Name:
Designation:
Seal of Tenderer/Agency: _____
Contact Email: _____
Address: _____
Mobile: _____

Annexure-6:
Statement of Legal Capacity
(To be provided on the letterhead of the Tenderer)

Date:

To
The Commissioner,
Bangalore Development Authority (BDA)
5th Main Rd, Kumara Park West,
T. Chowdaiah Road, Guttahalli,
Bengaluru, Karnataka 560020

Sub: Tender for Professional Photography, Videography, Drone Coverage and GWR-Compliant Evidence Documentation Services for the Green Bengaluru 15 Lakh Saplings Plantation Drive (Guinness World Record Attempt). .
Ref: Tender No. [Insert Tender Number], dated [Insert Date]

Sir,
We hereby confirm that we satisfy the terms and conditions laid out in the Tender Document. We have agreed that _____[Insert Individual's Name] will act as our representative and has been duly authorized to submit the Tender Document on our behalf. Further, the authorized signatory is vested with requisite powers to furnish such a letter and authenticate the same.

Thanking you,
Yours faithfully,
Signature: _____
Name: _____
Designation: _____
For and on behalf of [Insert Name of Company/Agency]: _____

Annexure-7:

Power of Attorney for Signing of Tender (if applicable)

(To be submitted on 200 rupees Non-Judicial Stamp Paper)

Know all men by these presents, We, _____(name of the firm and The Bangalore Development Authority (BDA) 5th Main Rd, Kumara Park West, T. Chowdaiah Road, Guttahalli, Bengaluru, Karnataka 560020) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms _____(Name), son/daughter/wife of_____and presently residing at_____, who is [presently employed with us and holding the position of], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our "Tender for Procurement of Goods and related services for_____", proposed by the [Name of the Purchaser](the "Purchaser") including but not limited to signing and submission of all applications, Tenders and other documents and writings, participate in Tenderer's and other conferences and providing information/responses to the Purchaser, representing us in all matters before the Purchaser, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our Tender, and generally dealing with the Purchaser in all matters in connection with or relating to or arising out of our Tender for the said Service and/or upon award thereof to us and/or till the entering into the Contract with the Purchaser.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,_____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS_____
DAY OF_____, 2025.

For_____(Signature)
(Name, address)
Witnesses:
Accepted
[Notarised] (Signature)
(Name, Title and Address of the Attorney)

Annexure-8:

Earnest Money Deposit

Bank Guarantee for EMD (If Applicable)

1. In consideration of you, The Bangalore Development Authority (BDA) 5th Main Rd, Kumara Park West, T. Chowdaiah Road, Guttahalli, Bengaluru, Karnataka 560020, (hereinafter referred to as the "Purchaser", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Tender of ……(registered under the_____,) and having its registered office at ……(hereinafter referred to as the "Tenderer" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for (hereinafter referred to as "the Services") pursuant to the Tender Document No dated issued in respect of the Service and other related documents including without limitation the draft Contract (hereinafter collectively referred to as "Tender Documents"), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"),
at the request of the Tenderer, do hereby in terms of the said Tender Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Tender Documents by the said Tenderer and unconditionally and irrevocably undertake to pay forthwith to the Purchaser an amount of Rs. ***** (Rupees ***** only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Tenderer if the Tenderer shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Tender Documents.

2. Any such written demand made by the Purchaser stating that the Tenderer is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Tenderer or any other person and irrespective of whether the claim of the Purchaser is disputed by the Tenderer or not, merely on the first demand from the Purchaser stating that the amount claimed is due to the Purchaser by reason of failure of the Tenderer to fulfil and comply with the terms and conditions contained in the Tender Documents including failure of the said Tenderer to keep its Tender open during the Tender validity period as set forth in the said Tender Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ***** (Rupees ***** only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 45 (forty five) days beyond the validity of the Tender or for such extended period as may be mutually agreed between the Purchaser and the Tenderer, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Purchaser shall be the sole judge to decide as to whether the Tenderer is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents including, inter alia, the failure of the Tenderer to keep its Tender open during the Tender validity period set forth in the said Tender Documents, and the decision of the Purchaser that the Tenderer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Purchaser and the Tenderer or any dispute pending before any Court, Tribunal, Arbitrator or any other Purchaser.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Tenderer or the Bank or any absorption, merger or amalgamation of the Tenderer or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Purchaser shall be entitled to treat the Bank as the principal debtor. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Tenders or the Tender validity period or the period for conveying acceptance of Letter of Award by the Tenderer or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP Documents by the said Tenderer or to postpone for any time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to the Purchaser, and the Bank shall not be released from its liability under these presents by any exercise by the Purchaser of the liberty with reference to the matters aforesaid or by reason of time being given to the said Tenderer or any other forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Tenderer or by any change in the constitution of the Purchaser or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Purchaser to proceed against the said Tenderer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Purchaser may have obtained from the said Tenderer or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Purchaser in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** (Rupees***** only). The Bank shall be liable to pay the said amount or any part thereof only if the Purchaser serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the last date for submission of Proposal)].
Signed and Delivered by_____Bank

By the hand of Mr./Ms. …….., its_____and authorised official.
(Signature of the Authorised Signatory) (Official Seal)

Annexure-9:

EMD Declaration

(To be submitted on the letterhead of the tenderer)

To

The Commissioner,
Bangalore Development Authority (BDA)
5th Main Rd, Kumara Park West,
T. Chowdaiah Road, Guttahalli,
Bengaluru, Karnataka 560020

Sub: Tender for Professional Photography, Videography, Drone Coverage and GWR-Compliant Evidence Documentation Services for the Green Bengaluru 15 Lakh Saplings Plantation Drive (Guinness World Record Attempt).
Ref: Tender No _____ dated _____of BDA Address on above subject

Sir,

I hereby submit a declaration that the Tender submitted by the undersigned, on behalf of the Tenderer_____(Name of the Tenderer), shall not be withdrawn or modified during the period of validity or extended period of validity.

I, on behalf of the Tenderer_____(Name of the Tenderer), also accept the fact that in case the Tender is withdrawn or modified during the period of its validity/extended validity period or if we fail to sign the contract in the case the contract is awarded to us or we fail to submit a Performance Security and additional performance security, if any, before the deadline fixed in the Request for Proposal, then_____(Name of the Tenderer) will be debarred for participation in the Selection process for the procurement of this Procurement Entity/Purchaser for a period of one year from the date of default.

Place:
Signature of the Authorized Signatory,
Date:
Name,
Designation & Official email & mobile

Annexure-10:
Instruction on E-Tendering

1. The Tendering process for this Tender Document will be completed online through the Karnataka Public Procurement Portal.
2. The Tender document can be downloaded free of cost from the Karnataka Public Procurement Portal.
3. The Tenderer must register with his/her Digital Signature Certificate (DSC) in the Karnataka Public Procurement Portal and subsequently he/she will be allowed to carry out his/her Tender submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the Tenderer should first log on to the Karnataka Public Procurement Portal using the User Login option on the home page with the Login Id and Password with which he/ she has registered.
4. For successful registration of DSC on Karnataka Public Procurement Portal https://kppp.karnataka.gov.in the Tenderer must ensure that he/she possesses Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website https://kppp.karnataka.gov.in is presently accepting DSCs issued by these authorities only. The Tenderer can obtain the User Login ID and perform the DSC registration exercise even before the e-Tender submission date starts.
5. The Tenderer shall be required to use his/her own Digital Signature while uploading Tender. The Tenderer shall be required to upload the Tender using its Digital Signature only. Failure to comply or usage of the Digital signature of another firm shall be liable for rejection of the Tender.
6. Tenders must be submitted to the Purchaser through the Karnataka Public Procurement Portal by the last date and time for submission of Tenders.
7. Two Tender Document System procedures shall be followed, wherein the Tenderer is required to submit a Technical Tender and a Financial Tender. The First electronic document, i.e., the Technical Tender, will be opened first, and the Second electronic document, i.e., the Financial Tender, will be opened only if the Technical Tender submitted by the Tenderer is found to be qualified in accordance with the terms of this Tender Document.
8. The Tenderer must upload all the required documents electronically in the Karnataka Public Procurement portal in the prescribed format except the Financial Tender Submission (Financial Tender/Contract Price) in the prescribed format only on the Karnataka Public Procurement Portal.
9. It is suggested that the files to be uploaded should be made in grey scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the Karnataka Public Procurement Portal https://kppp.karnataka.gov.in. The required electronic documents for each document label of Technical (Fee details, Annexure etc)

schedules/packets can be clubbed together to make single different files for each label. The size of Single label file should not exceed 70 MB size.

10. Along with the Tenders, the stipulated Tender processing fees and EMD/ EMD Declaration must be submitted as mentioned in Karnataka Public Procurement Portal.
11. Any queries relating to the process of online Tender submission or queries relating to the Karnataka Public Procurement Portal in general may obtained from the KPPP Helpdesk.
12. Regarding submission, the server time (which is displayed on the Tenderer dashboard) will be considered as the standard time for referencing the deadlines for submission of the Tenders by the Tenderer, opening of Tenders etc. The Tenderer should follow this time during Tender submission.
13. Upon the successful and timely submission of Tenders (i.e. after Clicking "Freeze Tender Submission" in the portal), the Karnataka Public Procurement Portal will give a successful Tender submission message & a Tender summary will be displayed with Tender no. and the date & time of submission of the Tender with all other relevant details.
14. The Tender summary has to be printed and kept as an acknowledgement of the submission of the Tender. This acknowledgement may be used as an entry pass for the Technical Tender opening meetings.
15. All the documents being submitted by the Tenderer would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Tender opening. The confidentiality of the tenders is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any Tender Document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/tenders openers' public keys. Overall, the uploaded Tender Documents become readable only after the Tender Opening by the authorized Tender openers.
16. At any time after the uploading of the Tender Documents and prior to the deadline for submission of Tenders, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may make any modifications or amendments to the Tender Documents. Such modifications or amendments shall be notified on the Karnataka Public Procurement Portal through issue of Addendum or Corrigendum or Clarification. Any Addendum or Corrigendum or Clarification issued by the Authority shall form part of the original Tender Document. The Authority's response to any queries of the Tenderer post pre-bid meeting will be published in Karnataka Public Procurement Portal.
17. The Tenderer must acquaint and train themselves with the rules, regulations, procedure and implied conditions/agreement of the Karnataka Public Procurement Portal.
18. The Tenderer shall settle clarifications and disputes if any, regarding the Karnataka Public Procurement Portal directly with Karnataka Public Procurement Portal helpdesk. In case of conflict between provisions of the Karnataka Public Procurement Portal with the Tender Document, provisions of the Karnataka Public Procurement Portal shall prevail.

19. The Tenderer shall be responsible to see the Karnataka Public Procurement Portal till last date of submission of Tender for any clarification/amendment which shall be part of the tender document.

GENERAL CONDITIONS OF THE CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms, whenever used in this Contract, have the following meanings:

1. "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
2. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
3. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
4. “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
5. "GC" means these General Conditions of Contract;
6. "Government" means the Government of Karnataka;
7. "Local currency" means Indian Rupees;
8. “Parties” means the Bangalore Development Authority and the AGENCY and “Party” means either of the Parties;
9. "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
10. "Services" means the work to be performed by the Agency pursuant to this Contract as described in Appendix A;
11. “Business Day” means any day that is not a Sunday or a public holiday (as per the official holidays observed by Government of Karnataka;
12. “Confidential Information” means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information with regard to any taxpayer, or any other person who is covered within the ambit of any commercial taxes legislation including any such information that may come to the knowledge of the Parties hereto / Agency’s Team by virtue of this Contract that is by its nature confidential or by the circumstances in which it is disclosed confidential; or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract;
13. The “AGENCY” or “Service Provider” or “Firm” means the company with whom the order has been placed for providing Services as specified in this tender/contract and shall be deemed to include the AGENCY's successors,

representatives (approved by the Commissioner, BDA), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.

14. "Agency's Representative" means the person or the persons appointed by the AGENCY from time to time to act on its behalf for overall coordination, supervision, and project management.
15. "Document" means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer-generated micro fiche.
16. "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights;
17. "Agency Team" means the successful Agency who has to provide services to the Commissioner, BDA under the scope of this Tender/ Contract. This definition shall also include any and/or all of the employees of the Agency, their authorized agents and representatives, and approved Sub Implementation Agencies or other personnel employed or engaged either directly or indirectly (Indirectly means subcontractors or OEMs) by the AGENCY for the purposes of the Contract.
18. "Performance Guarantee" shall mean the guarantee provided by a Nationalized Bank in favour of Bangalore Development Authority for an amount specified in the RFP
19. "Service" means facilities/services to be provided as per the requirements specified in this tender document and any other incidental services, such as provisioning of technical assistance and other such obligations of the AGENCY covered under the Contract;
20. "Tender Inviting Authority" means the another officer authorized by Bangalore Development Authority, who has the authority for release of the RFP, receipt of proposals and all matters related to the bidding process
21. "Tender Accepting Authority" means the Bangalore Development Authority or any other designated officer who has the authority to accept the successful bid.
22. "Tender Scrutiny Committee" means the technical committee appointed by the Tender Accepting Authority for scrutiny and evaluation of all responses submitted by the potential Service Providers for the RFP.

1.2 Interpretations

In this Contract unless a contrary intention is evident:
The clause headings are for convenient reference only and do not form part of this Contract;

1. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
2. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
3. A word in the singular includes the plural and a word in the plural includes the singular;

4. A word importing a gender includes any other gender;
5. A reference to a person includes a partnership and a body corporate;
6. A reference to legislation includes legislation repealing, replacing or amending that legislation;

Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings. In the event of any inconsistency the terms of contract should be as per the tender, bid and subsequent commitments agreed to by the Agency during the bid process, in terms of Scope of work & commercials. Further, in case of any inconsistency between the GCC and the RFP terms and conditions given in pages 1 to 34, the RFP shall prevail.

1.3 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Notices

Service of notices: A Notice must be:

In writing, in English, and signed by a person duly authorized by the sender; and Hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices, as varied by any Notice given by the recipient to the sender. Effective on receipt

A Notice given takes effect when it is taken to be received (or at a later time specified in it), and is taken to be received: If hand delivered, on delivery;

If sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside India);

If sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice, but if the delivery, receipt or transmission is not on a Business Day or is after 6.00 pm on a Business Day, the Notice is taken to be received at 10.00 am on the next Business Day.

1.6 Location

The Services shall be performed at the respective Bangalore Development Authority Offices.

1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the SC.

1.8 Insurance

In connection with the provision of the services, the Service Provider must have and maintained: For the contract period, valid and enforceable insurance policies for; public liability; either professional indemnity or errors and omissions; workers compensation as required by the law.

1.9 Taxes and Duties

The Service Provider shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

1.10 Payment for services

1. Subject to Clause 1.10.2, Client shall pay a fee to Firm for the Services at those rates specified in the relevant Order (the "Fee"). Firm will invoice Client on completion of the month where payment is due in respect of the Fee. The Fee shall be inclusive of all taxes which shall be payable by Client in accordance with Clause 1.9 <taxes>.
2. Payment will be made within thirty (30) working days of the receipt of invoice along with supporting documents for satisfactory compliance to the Service Levels, by the Client subject to penalties. The penalties are to be imposed on the Firm as per the SLA criteria specified in the SLA

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties and such other date as may be stated in the SC.

2.2 Commencement of Services

The Firm shall begin carrying out the Services within fifteen (15) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.8, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

1. Neither Party to this Agreement shall be liable to the other for any loss or damage which may be suffered by the other due (directly) to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform ("Force Majeure") events such as but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lockouts beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of Government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay, or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article.
2. The Party seeking to rely on Force Majeure shall promptly, within 2 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defence with particulars detail in writing to the other Party and shall demonstrate that it has and is taking all reasonable measures to mitigate the events of Force Majeure.
3. In the event the Force Majeure substantially prevents, hinders, or delays the Agency's performance of Services necessary for the project's implementation or the operation of the Project's critical business functions for a period in excess of 3 days, the BDA may declare that an emergency exists. However, when the situation arising out of force Majeure comes to an end in the assessment of the BDA, the Agency shall resume normal activities under this agreement immediately. If the BDA considers it necessary, may grant an extension of time to the Agency for resuming normal activities under this agreement. If the Agency does not resume normal activities immediately or within the extended period, if any, granted by the BDA. The BDA will have the option to invoke the Performance Guarantee, levy liquidated damages, obtain substitute performance from an alternate supplier at the cost of Agency and/or terminate this Agreement.
4. Notwithstanding the terms of this Article, the failure on the part of the Agency terms under the RFP to implement any disaster contingency planning, insurance coverage and back-up and other data safeguards in accordance with the terms of the RFP or this Agreement against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.

2.6 Measures to be taken:

a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than two (2) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall

similarly give written notice of the restoration of normal conditions as soon as possible.

c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Supplier, upon instructions by the Purchaser, shall either: Demobilize, or Continue with the Services to the extent possible, in which case the Supplier shall continue to be paid proportionately and on a prorate basis, under the terms of this Contract.
e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to dispute resolution clause
f) When the situation arising out of Force Majeure comes to an end in the assessment of the Purchaser, the supplier shall resume normal activities under this agreement immediately. If the Purchaser considers it necessary, may grant an extension of time to the supplier for resuming normal activities under this agreement. If the supplier does not resume normal activities immediately or within the extended period, if, any, granted by the purchaser, the Purchaser will have the option to invoke the Performance Guarantee, levy liquidated damages, obtain substitute performance from an alternate supplier at the cost of the Agency and / or terminate this Agreement.
g) Notwithstanding the terms of this Article, the failure on the part of the Supplier terms under the RFP to implement any disaster contingency planning, insurance coverage and back up and other data safeguards in accordance with the terms of the RFP or this agreement against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.
h) In the event that the event of Force Majeure persists for a period for a 30 business days or more and whichever party's performance is affected by the event of Force Majeure, either party shall be entitled to terminate the relevant Order under this Agreement unilaterally without liability to the other in respect of termination. Upon such termination, Client shall pay Agency for all Service rendered and expenses incurred by Personnel up to and including the date of termination. In the event of such termination, Client acknowledges that the Services will be work in progress and may not be in a finished state.

2.7 Suspension:

The Client may by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Firm fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure with in a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

2.8 Performance Guarantee:

The selected Service Provider will be required to provide a Performance Guarantee of 5% of Annual Cost in the name of Bangalore Development Authority, issued by a Nationalized Bank, with a claim period of an additional 90 days.

2.9 Termination

2.9.1 By the Bangalore Development Authority

The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Firm to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.8.1 and sixty (60) days' in the case of the event referred to in (e):

a) if the Firm does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing; the Bangalore Development Authority will have the option to invoke the performance guarantee.
b) if the (or any of their Members) become insolvent or bankrupt; this will lead to immediate termination without any further payments.
c) if, as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than Thirty (30) days; or
d) if the Firm, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract; this will lead to immediate termination without any further payments.
e) For the purpose of this clause:
f) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
g) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Service Providers (prior to or after submission of proposals) designed to establish prices at artificial non- competitive levels and to deprive GOK of the benefits of free and open competition.
h) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Firm

The Firm may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.8.2:

a) if the Client fails to pay any monies due to the Service Provider pursuant to this Contract

and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Firm that such payment is overdue.

b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Firm may have subsequently approved in writing) following the receipt by the Client of the Firm's notice specifying such breach;

c) if, as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than Thirty (30) days.

2.10 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.8, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except:

1. such rights and obligations as may have accrued on the date of termination or expiration;
2. the obligation of confidentiality set forth in Clause GC 3.3 hereof;
3. the Firm's obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause 7.6 hereof; and
4. any right which a Party may have under the Applicable Law.

2.11 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.8.1 or Clauses GC 2.8.2 hereof, the shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Client, the Service Provider shall proceed as provided, respectively, by Clauses GC 3.5 and GC 3.6.

2.12 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.8.1 or Clauses GC 2.8.2 hereof, the Client shall make the following payments to the Agency (after offsetting against these payments any amount that may be due from the Firm to the Client)): remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;

3. Obligations of the Firm

3.1 General

The Firm shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ

appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Service Provider or Third Parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions Discounts, etc.

The remuneration of the Service Provider pursuant to Clause GC 6 hereof shall constitute the Firm's sole remuneration in connection with this Contract or the Services and the Firm shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder.

3.2.2 Procurement Rules of Funding Agencies

If the Firm, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Service Provider shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client.

3.2.3 Prohibition of Conflicting Activities

The Service Provider shall not engage, either directly or indirectly, in any of the following activities:

a) During the term of this Contract, any business or professional activities in GOK which would conflict with the activities assigned to them under this Contract; and
b) After the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Firm shall not, either during the term or afterward, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client. The Agency shall enter into a Non-Disclosure Agreement with the Centre for e-Governance.

3.4 Reporting Obligations

Weekly status reports need to be sent by the Agency working under this project to the Commissioner, Bangalore Development Authority, or any other authority assigned by BDA, indicating detailed activity done over the past week, Activity planned for the next period, Issues foreseen, etc. In addition, the Service Provider shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers, and within the time periods set forth in the said Appendix.

3.5 Documents Prepared by the Agency to be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the Client under this Contract shall become and remain the property of the Client, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.

3.6 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Service Provider by the Client or purchased by the Service Provider with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Service Provider shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions.

4. Obligations of the Client

4.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall: issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

4.2 Services, Facilities and Property of the Client

The Client shall make available to the Agency, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix C at the times and in the manner specified in said Appendix C, provided that if such services, facilities and property shall not be made available to the Service Provider as and when so specified, the Parties shall agree on

i) any time extension that it may be appropriate to grant to the Service Provider for the performance of the Services,
ii) the manner in which the Service Provider shall procure any such services, facilities and property from other sources hereinafter.

4.3 Payment

In consideration of the Services performed by the Firm under this Contract, the Client shall make to the Service Provider such payments and in such manner as is provided by Clause GC 6 of this Contract.

5. Payments to the Service Provider

5.1 Cost Estimates

a. An estimate of the cost of the Services payable in local currency is set forth in the RFP.

5.2 Remuneration/Payment

The monthly remuneration payable to the Firm is set forth in RFP. The all-inclusive price quoted by the Firm in e-Procurement system will be divided by 60 and the part amount will be paid to the Firm on a monthly basis. The submission of weekly progress reports for all weeks in a month and its review by a committee is a pre- requisite for processing payment for that particular month.

5.3 Currency of Payment

All payments shall be made in Indian Rupees.

6. Settlement of Disputes

Reconciliation Process

If a dispute arises in relation to the conduct of this Contract (Dispute), a party must comply with this clause before starting arbitration or court proceedings.

Notification

A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

6.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

6.2 Dispute Settlement

If any dispute arises between the Bangalore Development Authority and the Agency in connection with, or arising out of, the agreement or RFP or the execution of the Project; the matter in dispute which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement shall, in the first place, be referred to the Commissioner, BDA. Either party may refer a dispute to the Commissioner, BDA, who shall provide a written decision within 30 days of receiving the dispute. Either party may refer a written decision of the Commissioner or the BDA to arbitration. If neither party refers the disputes to arbitration within 30 days of the date of such decision, the Commissioner's decision will be final and binding.

In case either party is not satisfied with the decision of the Commissioner, BDA, they can institute arbitration proceedings as per the Indian Arbitration and Reconciliation Act, 1996, after a 30-day notice period.

Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled

under the Arbitration Center, Karnataka (domestic and international) rules 2012, by one or more Arbitrators appointed in accordance with its rules.

Arbitration proceedings shall be held in Ramanagara, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

6.3 Limitation of Liability Clause

Except in case of gross negligence or wilful misconduct:

1. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
2. The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the contract value provided, however, this limitation shall not apply to any liability for damages arising from (a) wilful misconduct or (b) indemnification against third party claims for infringement (c) or tortuous liability arising out of misconduct or negligence or (d) death
3. The Commissioner, BDA shall not be liable to the Service Provider in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract.
4. Liability arising out of any legal conditions shall survive the term (i.e. termination / expiry) of the contract.

Indemnity Clause

The Agency (the "Indemnifying Party") undertakes to indemnify the Bangalore Development Authority, (the "Indemnified Party") from and against all losses, claims or damages on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs. The indemnities set out shall be subject to the following conditions:

1. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
2. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
3. If the Indemnifying Party does not assume full control over the defence of a claim as provided in this Article, the Indemnifying Party may participate in such defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified

Party will be included in Losses;

4. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;

All settlements of claims subject to indemnification under this Article will:

5. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; and (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
6. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
7. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and
8. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates;
9. In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, and on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates.

6.4 Third-Party Claims

Compliance with Client requirements

1. The Service Provider must, and must ensure that its subcontractors and Personnel comply with:
2. All relevant security and other requirements specified in the Client’s Information Security Policy, if the same has been made aware by the Client;
3. Any other security procedures or requirements notified, in writing, by the Client to the Service Provider. The Service Provider must comply with such a security procedure or requirement, from the date specified in the notice, or if none is specified, within five Business Days of receipt of the notice.

Security clearance

4. The Client may, from time to time, notify the Service Provider of the level of security or access clearance applicable to the Service Provider's subcontractors or Personnel, and the date from which, or the period during which, that clearance will be effective and the Service Provider must comply with and ensure its subcontractors and Personnel

act in accordance with that notice.

Removal of Client Data: The Service Provider must not, and must ensure that its subcontractors and Personnel do not:

5. Remove Client Data or allow Client Data to be removed from the Client's premises; or
6. Take Client Data or allow Client Data to be taken outside of India, without the Client's prior written consent.

6.5 Audit and Access

1) Right to conduct audits
   a) The Client or a representative may conduct audits relevant to the performance of the Agency's obligations under this Contract. Audits may be conducted of:
   b) the Agency's operational practices and procedures as they relate to this Contract, including security procedures;
   c) the accuracy of the Agency's invoices and reports in relation to the provision of the Services under this Contract;
   d) the Agency's compliance with its confidentiality, privacy and security obligations under this Contract;
   e) material (including books and records) in the possession of the Agency relevant to the Services or Contract; and
   f) any other matters determined by the Client to be relevant to the Services or Contract.

2) Access by Client
   a) The Client may, at reasonable times and on giving reasonable notice to the Service Provider: access the premises of the Service Provider to the extent relevant to the performance of this Contract; require the provision by the Service Provider, its employees, agents or subcontractors, of records and information in a data format and storage medium accessible by the Client by use of the Client's existing computer hardware and software; inspect and copy documentation, books and records, however stored, in the custody or under the control of the Service Provider, its employees, agents or subcontractors; and require assistance in respect of any inquiry into or concerning the Services or this Contract. For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to the BDA), any request for information directed to the Client, and any inquiry conducted by Parliament or any Parliamentary committee.
   b) The Service Provider must provide access to its computer hardware and software to the extent necessary for the Client to exercise its rights under this clause, and provide the Client with any reasonable assistance requested by the Client to use that hardware and software provided that any proprietary information including confidential information like profit margins, overheads and other such confidential information about its employees, sub-contractors, organization would not be made available.

3) Conduct of audit and access

The Client must use reasonable endeavours to ensure that:

a) audits performed pursuant to the above clause; and
b) the exercise of the general rights granted by above clause by the Client, do not unreasonably delay or disrupt in any material respect the Service Provider's performance of its obligations under the Contract.

4) Costs
   a) Except as set out in clause 2 above, each party must bear its own costs of any reviews and/or audits.
5) Comptroller and Auditor-General of India
   a) The rights of the Client under the above clause apply equally to the Comptroller and Auditor-General of India or a delegate, for the purpose of performing the statutory functions or powers.
   b) Agency to comply with Comptroller and Auditor-General of India's requirements
   c) The Agency must do all things necessary to comply with the Comptroller and Auditor-General of India's or his or her delegate's requirements, notified under above clause, provided such requirements are legally enforceable and within the power of the Comptroller and Auditor-General of India, or his or her respective delegate.

6) No reduction in responsibility
   a) The requirement for, and participation in, audits does not in any way reduce the Agency's responsibility to perform its obligations in accordance with the Contract.

7) Subcontractor requirements
   a) The Agency must ensure that any subcontract entered into for the purpose of this Contract contains an equivalent clause granting the rights specified in this clause.

8) No restriction
   a) Nothing in this Contract reduces limits or restricts in any way any function, power, right or entitlement of the Comptroller and Auditor-General of India or a delegate. The rights of the Client under this Contract are in addition to any other power, right or entitlement of the Comptroller and Auditor-General of India or a delegate.

9) Survival
   a) This clause applies for the Contract Period or till the termination or expiry of this Contract.

6.5 Provision of Services

1) Service obligations
   a) The Agency must supply the Services:
   b) with due skill and care and to the best of the Agency's knowledge and experience;

c) in accordance with the Performance Criteria;
d) in accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines, including any specified in the Contract Details;
e) using the Specified Personnel (if any);
f) in accordance with all applicable Laws;
g) in accordance with any reasonable directions in relation to the Services given by the Client from time to time;
h) so as to meet the Milestones and other project plan requirements, and where no Milestones or project plan requirements are specified, promptly and without delay; and
i) Otherwise in accordance with the provisions of this Contract.

2) Agency warranties
   a) The Service Provider represents and warrants that:
   b) it has the right to enter into this Contract;
   c) it has all rights, title, licenses, interests and property necessary to lawfully perform the Services;
   d) it and its subcontractors and Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services;
   e) the Services will be complete, accurate and free from material faults; and
   f) it will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into the Client's systems or any Deliverables any Harmful Code.
3) Access to Client's premises
   a) The Client will cooperate with the Service Provider by providing access to its premises and facilities as reasonably necessary to enable the Service Provider to provide the Services.
4) Conduct at Client's premises
   a) The Service Provider must, if using or accessing the Client's premises or facilities, comply with all reasonable directions and procedures relating to occupational health and safety and security in operation at those premises or facilities whether specifically drawn to the attention of the Service Provider or as might reasonably be inferred from the circumstances.

6.6 Exit Management

1) The Agency shall provide to the BDA with a recommended exit management plan ("Exit Management Plan"), which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, the Operation and Management, SLA and scope of work.
   a) A detailed program of the transfer process that could be used in conjunction with a Replacement Agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the

services and of the management structure to be used during the transfer; and

b) Plans for communication with such of the Agency's staff, suppliers, customers, and any related third party as are necessary to avoid any material detrimental impact on BDA's operations as a result of undertaking the transfer; and
c) Plans for the provision of contingent support to the BDA or its nominated agencies, and the Replacement Agency for a reasonable period
d) after transfer for the purposes of providing service for replacing the Services.
e) Exit Management Plan shall be presented by the Agency to and approved by the BDA.
f) In the event of termination or expiry of the contract, the Agency shall comply with the Exit Management Plan.
g) During the exit management period, the Agency shall use its best efforts to deliver the services.
h) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
i) This Exit Management plan shall be furnished in writing to the BDA within 30 days from the date of signing of the contract.
j) During the exit management period, the Agency will allow the BDA access to information reasonably required, defining the current mode of operation associated with the provision of the services to enable the BDA to assess the existing services being delivered.
k) The Agency shall provide all such information as may reasonably be necessary to effect a seamless handover as practicable in the circumstances to the BDA/ replacement Agency, which the Agency has in its possession or control at any time during the exit management period.
l) All information (including but not limited to documents, records, and agreements) in digital and/ or paper form relating to the services reasonably necessary to enable the BDA and its nominated replacement agencies to carry out due diligence in order to transition the provision of the Services to the BDA or its nominated replacement agencies, (as the case may be) must be maintained by the Agency from commencement of the project services.

6.7 Intellectual Property Rights

The BDA shall own the copyright in all original written material, including programs, listings, and other documentation originated and prepared for the BDA by the agency pursuant to this Agreement. All the IPR as a result of this engagement shall vest with the BDA.

1) Third-Party Material
   a) The Service Provider must obtain all necessary copyright and other Intellectual Property rights permissions before making any third-party Material available as Auxiliary Material for the purpose of this contract
2) IPR Warranty

   The Agency warrants that:

   a) The Warranted Materials and the Client's use of those Warranted Materials will not

infringe the Intellectual Property Rights of any person; and

b) It has the necessary rights to vest the Intellectual Property Rights and grant the licenses as provided in this clause.

3) Remedy for breach of warranty
   a) If someone claims, or the Client reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights the Agency must, in addition to the indemnity and to any other rights that the Client may have against it, promptly, at the Agency's expense:
   b) use its best efforts to secure the rights for the Client to continue to use the affected Warranted Materials free of any claim or liability for infringement; or
   c) Replace or modify the affected Warranted Materials so that the Warranted Materials or their use does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected Warranted Materials.

6.8 Confidentiality clauses

The roles involve handling sensitive data and accessing projects and other documents, where privacy and security concerns are paramount. Hence, the agency shall provide an NDA as prescribed by the BDA. The Agency, in turn, shall sign the NDA with the resources deployed, a copy of which the BDA may seek.

6.7 Risk Purchase:

The BDA, at its option, will be entitled to terminate the contract and to get the services elsewhere at the risk and cost of the Service Provider, either the whole of the Services or any part which the Service Provider has failed to deliver the services within the time stipulated. The Service Provider shall be liable for any loss (difference in rates quoted by the successful Service Provider and that procured by the BDA) which the BDA may sustain by reason of such risk purchases.

7. Special conditions of the contract

Notice will be deemed to be effective as follows:

a) in the case of personal delivery or registered mail, on delivery;
b) in the case of telexes, 24 hours following confirmed transmission;
c) in the case of telegrams, 24 hours following confirmed transmission; and
d) in the case of facsimiles, 24 hours following confirmed transmission.]

The Authorized Representatives are:

For the Client: Commissioner, BDA. For the Firm:_____

The Firm shall pay the taxes, duties, fees, levies, and other impositions levied under the existing, amended, or enacted laws during the life of this contract, and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

1) The effectiveness of contract shall be on the date…
   a) The time period shall be [Note: Fill in the time period, e.g., 24 months] or such other time

period as the parties may agree in writing.]

b) The Firm shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.
c) The ceiling amount of contract is: Rs._____
d) Remuneration for periods of less than one month shall be calculated on a calendar-day basis for time spent and attributable to the assignment (one day being equivalent to 1/30th of a month).

2) General terms and conditions of Payment Schedule
   a) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs. The performance evaluation and SLA of the Service Provider will be done as per SLA criteria defined in the RFP.
   b) The Service Provider shall obtain sign-off for each milestone completed from the BDA and raise an invoice as per the payment terms specified in the RFP.
   c) Eligible Payments against the invoice submitted (accompanied with all requisite documents) shall be released within 15 days of submission of the invoice.
   d) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the BDA, any work done or supply made or service rendered by the Service Provider is deficient in any manner in comparison to the prescribed standards, BDA, shall be at liberty to withhold whole or a reasonable portion of the payments due to the Service Provider, till such service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/right of the BDA under this contract.
   e) All payments under this Contract shall be made to the account of the Service Provider.
   f) The payment to the Service Provider shall be processed as per the terms of payment specified in the RFP and corrigendum to the RFP.

7.1 Payment Schedule

The Service Provider's payment shall be made per the payment terms specified in the RFP, corrigendum to the RFP, and clarifications issued by the Bangalore Development Authority.

Sd/-

The Commissioner

Bangalore Development Authority